

DETAIL OF OFFICER AS DIRECTOR OF MILITARY ACADEMY OF NATIONAL GUARD

Agreement signed at Washington May 22, 1939

Entered into force May 22, 1939

Expired May 22, 1941

53 Stat. 2435; Executive Agreement Series 156

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE REPUBLIC OF NICARAGUA

In conformity with a request of the Government of the Republic of Nicaragua, the President of the United States of America, by virtue of the authority conferred by the Act of Congress, approved May 19, 1926,¹ entitled "An Act to authorize the President to detail officers and enlisted men of the United States Army, Navy and Marine Corps to assist the Governments of the Latin American Republics in military and naval matters", as amended by an Act of May 14, 1935,² to include the Commonwealth of the Philippine Islands, has authorized the detail of an officer to the Republic of Nicaragua upon the following agreed conditions:

TITLE I

Purpose and Duration

Art. 1. The duties of the officer so detailed shall be to serve as Director of the Military Academy of the National Guard of the Republic of Nicaragua.

Art. 2. This agreement shall continue in force for two years from the date of the signature by the accredited representatives of the Governments of the United States of America and the Republic of Nicaragua.

Art. 3. The agreement may be terminated if necessary in the interest of either Government upon notification duly delivered through diplomatic channels three months in advance.

Art. 4. The Government of the Republic of Nicaragua will grant to the officer detailed under this contract the assimilated rank of Colonel for the duration of this contract.

¹ 44 Stat. 565.

² 49 Stat. 218.

Art. 5. The officer detailed under this contract shall be solely responsible to the President and Commander-in-Chief of the Republic of Nicaragua.

Art. 6. The officer detailed under this contract shall receive from the Government of Nicaragua pay and allowances equal, net, to 50 percent of and additional to the pay and allowances which he receives from the Government of the United States, but such additional pay and allowances shall not exceed the sum of Three Hundred Dollars, current money of the United States of America, for any one month. The pay and allowances to be received from the Government of Nicaragua shall be paid monthly in United States currency on the last day of each month in the full amount accrued to and including that day. Should the officer while so serving be promoted in the United States Army, he shall receive from the Government of the Republic of Nicaragua proportionate pay and allowances for his new rank as established according to United States Army Regulations, payable as from the date of his promotion. The pay and allowances due the officer from the Government of Nicaragua shall be computed from the day that he arrives at the capital of Nicaragua and shall terminate on the day on which the contract is completed or is otherwise terminated as provided herein.

Art. 7. It is further stipulated that the compensation received by the officer detailed under this contract shall not be subject to any Nicaraguan tax now in force or which may hereafter be imposed, but should there, however, be at present or during the life of this agreement, any taxes which may affect the said compensation, such taxes shall be borne by the Government of the Republic of Nicaragua in order to comply with the provisions stipulated above that the pay and allowances agreed upon shall be net.

Art. 8. The expenses of transportation by land and sea of the officer detailed under this contract, his family, household effects and baggage, including automobile, from his station in the United States of America to his place of duty in Nicaragua, shall be paid in advance by the Government of Nicaragua, these expenses to include the cost of packing and crating; and, except as provided in article 9 hereof, the Government of Nicaragua shall also pay in advance the expense of transportation, as above defined, covering the return journey from the officer's place of duty in Nicaragua to his station in the United States of America. The officer and his family shall be furnished with first-class transportation accommodations, family being construed as wife and dependent children throughout the contract. It is understood, however, that the accommodations and allowances for travel and transportation of effects shall not exceed the allowances to which the officer detailed under this contract would be entitled, for himself and his family, by virtue of his rank in the Army of the United States of America.

The household effects, baggage and automobile of this officer shall be exempt from customs duties and imposts of any kind in Nicaragua.

Art. 9. If cancellation of this contract be effected upon request of the United States of America for any reason other than war between Nicaragua and a foreign government or civil war in Nicaragua, all expenses of the return of the officer detailed under this contract, his family and all his effects, to his station in the United States shall be borne by the Government of the United States of America; should cancellation be effected on the initiative of the Government of Nicaragua or as a result of war between Nicaragua and a foreign government, or as the result of the outbreak of civil war in Nicaragua, the Government of Nicaragua shall bear these costs.

In witness whereof two copies are signed, in English and in Spanish, both originals, in the City of Washington, D.C., this twenty-second day of May 1939.

CORDELL HULL	[SEAL]
LEÓN DE BAYLE	[SEAL]